

2008 LIHEAP Contract
Contract Language Modification Matrix

	Contract Reference	Contract Provision	Language Change
2	Exhibit A, Compliance, Section 2 - Page A1:	Language makes reference to OMB requirements and establishes that services shall be provided in accordance with all relevant state & federal requirements	Modified language to read: <u>"All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations..."</u>
4	Exhibit B, Programs Costs, Sections 1-4 (outreach, intake, Assurance 16) - Page B6	Contract language defines program costs as actual costs directly attributable to the performance of this agreement	Added new language: "...intake costs in excess of two percent (2%) may be charged as an administrative costs <u>not to exceed allowable administrative cost maximum.</u> "
7	Exhibit B, Reimbursement Guidelines, Section A - Page B8	New language "...Upon close-out...Contractor is only entitled to receive or retain reimbursements for actual expenditures up to any applicable maximum amounts set by this agreement..."	Modified language to read: "...Upon close-out at the end of the term of this agreement, however, Contractor <u>shall report actual costs incurred</u> for actual expenditures up to any applicable maximum amounts set by this agreement. <u>Any reimbursements received over and above Contractor's actual costs shall be reported as Excess Revenue</u> , pursuant to the procedures in Close Out Report, Section 5(C) below.
	Exhibit B, Footnotes Section, Page B33	Existing language referenced incorrect blower testing requirements for all mobile homes, manufactured homes, and all site built dwellings with operable FAUs.	Modified Footnote to read: <u>"...a minimum of twenty-percent (20%) of the total SFD (1 to 4 units) and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement."</u> Deleted incorrect blower door testing language
16	Exhibit B, SWEATS, Page B18-19	Reimbursement shall be in accordance with the SWEATS policy	Modified language to read: "The activation of SWEATS services.....official notification. <u>In the event a bona fide emergency occurs during CSD non-business hours, Contractor at its discretion can elect to activate the terms and conditions of SWEATS. The local activation of SWEATS will remain in effect under CSD's next office business day.</u>
17	Exhibit B, Close-out Report, Section C, - Page B20	Requires Contractor to complete Close-out verifying all actual, allowable, and allocable costs expended during the term of the agreement	Modified language to read: "Contractor shall submit a closeout report, verifying all actual, allowable, and allocable costs expended <u>earned</u> during the term of this agreement <u>and return any and all unexpended funds to the State CSD within 90 calendar days after expiration of this Agreement</u> ". "...Any administrative and Assurance 16 costs that exceed these limits shall be disallowed <u>and returned to CSD within 90 calendar days after expiration of this Agreement.</u> "
18	Exhibit B, Excess Revenue/Interest Earned - Page B20	Limits the use of Excess Revenue for allowable energy assistance of Weatherization LIHEAP Activities	Modified language to read: <u>"Contractor must expend and treat any remaining excess revenue and/or interest income as restricted funds and may use it only to perform an allowable energy assistance or Weatherization LIHEAP activities. Pursuant to CCR 100840, any excess income generated as a result of actual costs being less than the fixed rate shall be used by the contractor for any valid low-income energy assistance/weatherization activity in accordance with LIHEAP statutory and regulatory limits on expenditures subject to the maximum allowable limits for administrative costs, outreach, intake and training and technical assistance."</u>

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21	Exhibit D, D2, D3, Section 3, Conflict of Interest	Clarifies the Conflict of interest section	<p>Modified language to read:</p> <p><u>C. Pursuant 45 CFR § 74.42 and 92.36, Contractor shall not provide LIHEAP services or activities to beneficiaries where there is an actual or perceived conflict of interest, unless CSD has provided without prior written approval of either: a) Contractor's conflict of interest policies and procedures, or b) any individual service or activity that presents an actual or perceived conflict by- GSD, including but not limited to:</u></p> <p><u>D. To obtain prior written approval by CSD, Contractor must demonstrate that it will:</u></p> <p>1) <u>Follow all regular eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity and Contractor's LIHEAP Local Plan;</u></p> <p>2) <u>Comply with all dwelling eligibility requirements of this Agreement, including but not limited to rent increase and multiple dwelling restrictions;</u></p> <p>3) <u>Substantiate the need for weatherization and EHCS services by completing a dwelling assessment for each individual dwelling unit served; and</u></p> <p>4) <u>Consent to any further conditions if required by CSD. Failure to obtain prior written approval by CSD will result in costs being disallowed.</u></p>
22	Exhibit D, D2, D3, Section 3, Codes of Conduct and Section 5, Auditing Standards and Reports	Code of conduct prohibits contractor from subcontracting with a subsidiary. Under the circumstance, where this form of subcontracting occurs requires that books are subject to auditing	Deleted the following contract provision in its entirety: " Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor... "
23	Exhibit D, D5, Subcontracting, Section B	Requires that Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of expenditures of funds by conducting monitoring of subcontractor's program and fiscal accountability	<p>Modified language to read: "Contractor remains responsible to substantiate the allowable and allocable use of all funds under this agreement <u>and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor may achieve this through detailed invoices, or periodic monitoring of subcontractor's program activities and fiscal accountability, or by retaining a right of reasonable access to the subcontractors' books and records, or any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.</u></p>
27	Exhibit E, E5.6 -Prioritization of Services	Requires Contractor to assure that ECIP, HEAP, Wx, Assurance 16 and Outreach are conducted in accordance with the priority plan in Exhibit H, Local Plan.	Modified language to read: "Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordances with <u>Exhibit H, Agency Priority Plans LIHEAP Local Plans.</u>

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28	Exhibit E, Page-E8, Board Roster, Bylaws, Resolution, and Minutes	New language requiring Contractor to submit a board roster and contact information and minutes within 30 days after regular meeting or any meeting of elected officials	<p>Modified language to read: "Upon execution of this agreement, Contractor shall submit to CSD a current roster of members of its governing board's <u>Executive Committee</u>, including contact information for each <u>committee</u> member at a location other than the Contractor's office, and the most recent...organizational bylaws. If Contractor is a nonprofit....Contractor shall instead submit a <u>roster, including contact information of the Executive Committee of the tripartite board</u>. Contractor is responsible to notify CSD of any changes to the committee roster within thirty days of such occurrence.</p> <p>Modified language (Exhibit F, Section 12.D.) to read: "Contractor shall submit to CSD the minutes from regularly scheduled meetings of the governing board and/or tripartite board no later than 30 days after <u>each meeting the minutes are approved</u>. Regularly scheduled meetings shall be in accordance with the board's bylaws.</p> <p>Modified language (Exhibit F, Section 12.E.) to read: "Contractor shall submit to CSD the <u>approved</u> minutes from regularly scheduled meetings....<u>30-days after the minutes are approved</u>. Regularly scheduled meetings shall be in accordance with the board's bylaws.</p>
29	Exhibit F4, LIHEAP Local Plan	Contract language offers various provisions speaking to the purpose and treatment of the LIHEAP Local Plan	<p>Modified Contract Provisions, Exhibit F, Section 4. LIHEAP Local Agency Plan, A-E to read:</p> <p><u>I. Contractor shall submit an annual LIHEAP Agency Plan, to CSD by September 30th of each calendar year. The LIHEAP Agency Plan is intended to systematize the gathering of planning information....and reflective of the needs of the local low-income population.</u></p> <p><u>II. The annual LIHEAP Agency Plan will be reviewed by CSD to ensure compliance with federal and state laws and department requirements.</u></p> <p>III. If the LIHEAP <u>Agency</u> Plan documents do not provide reasonable demonstration that the Contractor's services and activities are in compliance with federal and state law governing the LIHEAP block grant, CSD will ask Contractor to supplement responses or documents accordingly prior to the execution of this Agreement.</p> <p><u>IV. Specific section and documents of the most current approved LIHEAP Agency Plan will be incorporated and referenced under Exhibit H of this Agreement, to include: 1) Service Objectives and Goals by LIHEAP component: Question (2) - projected number of dwellings by quarter; Question (3) - description of prioritizing wx services; Question (5) -Wx Energy Burden and Vulnerable Population Goals; Emergency Crisis Intervention Program Services; Question (4) - Modification to to typical heating and/or cooling season; Agency Priority Plan: ECIP-FT/HEAP Projected Goals and Percentages of Vulnerable Populations and Points, ECIP-FT/HEAP Income Ranges and Points, ECIP-FT/HEAP Energy Burden Ranges and Points, ECIP-FT/HEAP Vulnerable Populations and Points, and ECIP-FT/HEAP Agency Defined Categories and Point.</u></p>

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32	Exhibit F, F9, 7 Unoccupied Dwellings	New draft language provides that all appliance services including the repair and replacement of heating and cooling appliances, cooking appliances, water heaters, shall not be performed in unoccupied multi-unit dwellings. Only if a carbon monoxide hazard is found to exist and when the dwelling is later occupied with eligible applicant then appliance services can be provided.	<p>Modified Contract Provision to read: "All appliances services including The repair and replacement of heating and cooling appliances, cooking appliances, and water heaters, refrigerators, and microwaves shall not be performed in unoccupied multi-unit dwellings under the LIHEAP Weatherization program only if a dangerous indoor air quality condition (e.g., carbon monoxide hazard or gas leak) and/or fire hazard is found to exist."</p> <p>Modified Contract Provision Section 7.b to read: "If a carbon monoxide dangerous indoor air quality condition and/or fire hazard is found to exist <u>under ECIP HCS</u>, Contractor shall may disable the appliance to eliminate the immediate hazard in accordance with ECIP Policy and Procedures, Exhibit F, Attachment I, and the CSD Weatherization Installation Standards and CSD Weatherization Policies and Procedures. <u>No other ECIP EHCS activities are allowed.</u>"</p>
33	Exhibit F, F11, Section C, Minimum Requirements for Wx Services	Contract Language establishes a minimum measure requirement for weatherization services	<u>Modified language to read: "The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards."</u>
35	Exhibit F, F12 7 ECIP Guidelines, A) Purpose of ECIP Funds	Defines when ECIP services can be used.	Modified language to reference the appropriate federal law citation. New language reads: "ECIP Fuds may only be use to resolve emergencies that fit the federal definition <u>[42 U.S.C. 8622(1)]</u> "
39	Exhibit F, F28, 11, Training Requirements	Requires that employees of contractor and subcontractors who perform ECIP EHCS services shall receive both lead-safe wx and environmental hazards training.	Modified language to read: "Within 30 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization and ECIP EHCS services shall receive both Lead-Safe Weatherization Training and Environmental Hazards Awareness Training in accordance with CSD Lead-Safe Weatherization Policy and Procedures. An Assessor, Worker Supervisor, or Inspector will not be allowed to enter dwellings...until the required training is completed. <u>Contractor shall ensure that all work performed by a subcontractor under this Agreement adheres to lead-safe weatherization work practices to minimize exposure of lead to occupants and workers in pre-1979 dwellings.</u> "
40	Exhibit F, F29, 11 Training Requirements	Provides that every assessor, inspector, and work crew of contractor and subcontractor who perform wx and ECIP EHCS services are required to maintain and have available for reference the current WIS.	Modified language to read: " <u>Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following: Current CSD Conventional Home WIS Manual; Current CSD Mobile Home WIS Manual; CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual; Other applicable policies and procedures; Official Program Notices</u> "

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41	Exhibit G, Definitions - Wood-Fueled Stoves and Fireplace Inserts	...A wood-fueled space heater shall not be installed in a dwelling for which natural gas service is available or to replace an existing, safely operating wood fueled space heater.	Modified language to read: "...A wood-fueled space heater shall not be installed in a dwelling for which natural gas service is available it is not the primary heating source or to replace an existing, safely operating wood-fueled space heater."
Changes to ECIP and SWEATS Policies and Procedures			
1	Exhibit F, Attachment I - ECIP Policies and Procedures - Role of the LIHEAP Local Agency Plan	The Agency Profile... - will be used to help justify each local service provider's priority plans and seasonal timeframes for delivering emergency heating and cooling services.	Modified language to read: "The Agency Profile... - will be used to help support each local service provider's priority plans and seasonal timeframes for delivering emergency heating and cooling services."
2	Exhibit F, Attachment I - ECIP Policies and Procedures - Role of the LIHEAP Local Agency Plan	This component is designed to produce a detailed narrative justifying the local service provider's...	Modified language to read: "This component is designed to produce a detailed narrative to support the local service provider's..."
3	Exhibit F, Attachment I - ECIP Policies and Procedures - Role of the ECIP Component in the Service Objectives and Goals LIHEAP Agency Plan	At the provider's election... needs and substantiated in the providers LIHEAP Local Plan.	Modified language to read: "At the provider's election... needs per the provider's LIHEAP Local Agency Plan."
4	Exhibit F, Attachment II - SWEATS Policy - Activation	1. The activation of SWEATS services is at CSD's sole discretion. 2. Agencies may only implement SWEATS services upon CSD approval and notification that a particular event has triggered its use. 3. The official notification will identify the effective period for providing SWEATS services.	Add additional language to read... <u>4. In the event a bona fide emergency occurs during CSD non-business hours, Contractor at its discretion can elect to activate the terms and conditions of SWEATS. The local activation of SWEATS will remain in effect until CSD's next official business day at which time CSD will issue official notification and guidance on the use of SWEATS.</u>